

## LABOUR DEPARTMENT

The 7th January, 1980

No. 11(112)-3Lab-79/146.—In pursuance of the provision of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following Arbitration award of the Presiding Officer, Labour Court, Rohtak, in respect of the dispute between the workmen and the management of M/s Renuka Metal Industries, Jagadhri.

BEFORE THE HON'BLE LABOUR COURT, HARYANA, ROHTAK  
CAMP: AMBALA CANTT.Reference No. 25 of 1978  
betweenTHE WORKMEN SHRI LACHHMAN DASS AND OTHERS  
AgainstTHE MANAGEMENT OF M/S RENUKA WETAR INDUSTRIES, JAGADHRI, REGARDING  
CLAIM OF TERMINATION FROM SERVICE

उपरोक्त रफरैंस में दोनों पक्षों ने दिनांक 21-3-79 को लेबर कोर्ट में अपने वयानात में मुझे सालिस मुकर्द दिया और अस्त्यार दिया कि मैं अपना फैसला दूँ।

मैंने हर दो फरीकेत को नोटिस दिये श्रमिकों की तरफ से श्री हरी चन्द और प्रबन्धकों की तरफ से श्री निर्मल कुमार ने आगामी अपना पक्ष मेरे सम्मुख रखा है।

श्री हरी चन्द ने जो कलेम लेबर कोर्ट के सामने पेश किया था उसकी एक प्रति मुझे दी। इसके इलावा अम तथा समझौता अधिकारी यमुनानगर को प्रबन्धकों तथा श्रमिकों की तरफ से दी गई टिप्पणी की रिपोर्ट भी पेश की जिसमें प्रबन्धकों ने दस में से पांच श्रमिकों को अपनी नौकरी में तसलीम किया जिनके नाम यह हैं:—

1. कृष्ण लाल वल्द सौकू राम प्रैस। 2. परमजीत वल्द भाद्र तपाईं कटाई। 3. सेवा राम वल्द अन्तु मशीनमैन। 4. जसमेर वल्द फत्तु मशीनमैन। 5. राम किशन वल्द फत्तु हैल्पर।

टिप्पणी में प्रबन्धकों ने दीगर गांच श्रमिकों को अपनी नौकरों में नहीं माना है जिनके नाम इस प्रकार हैं:—

1. लछमन वल्द दया राम हैल्पर। 2. रोशन लाल वल्द साधू राम हैल्पर। 3. सत प्रकाश वल्द फत्तु हैल्पर। 4. श्याम कुमार वल्द फत्तु हैल्पर। 5. राम किशन वल्द दसौदी मशीन मैन।

इस सिलसिला में मैंने प्रबन्धकों को कई मौके दिये कि वह मुझे अपना रिकार्ड बाहजरी रजिस्टर व पेमेंट आफवेजिस रजिस्टर बराये साल 1974-75, 1975-76, 1976-77 दिखावें तथा इन रजिस्टरों की प्रतियां वशकल फोटो स्टेट कापियां या टू कापियां जो भी उनको मन चाहे दाखिल करें। लेकिन मालकान ने कोई रिकार्ड मेरे सम्मुख पेश न किया और न ही नकुलात किसी भी शकल में दाखिल की। बल्कि एक व्यान हलफी तसलीम शुदा श्रमिकों वारे दाखिल किया और गैर-तसलीम शुदा श्रमिकों का जिकर भी इसी व्यान हलफी में दिया गया है। मैंने श्रमिकों को भी जो तसलीम शुदा श्रमिक थे, को अपने अपने सबूत की वह कव से कव तक काम कर रहे तथा किस तनखाह पर थे सबूत पेश करने को कहा और गैर-तसलीम शुदा श्रमिकों को यह सबूत कि वो सर्विस पर थे और कव से कव तक और किस तनखाह पर रहे अपने अपने सबूत पेश करने को कहा। इस पर उन्होंने अपने अपने व्यान हलफी पेश किये। इनके आधार पर मैं समझता हूँ कि वाकई ये पांच श्रमिक भी मालकान के पास काम करते थे। मालकान ने यह बात मेरे रुबरू साफ कर दी है कि वो श्रमिकों को काम पर लेने के लिये तैयार नहीं हैं। क्योंकि उनके आपस के तालकुमात बहुत खराब हो चुके हैं। ऐसी सूरत में भी यह ही मुनासिब ख्याल ढरता हूँ कि श्रमिकों को नौकरी पर भिजवाना मुनासिब नहीं है लिहाजा। ऐसी सूरत में श्रमिक मुआवजे के हक्कदार हैं। श्री हरी चन्द ने मेरा व्यान इन्डस्ट्रीयल डिस्प्यूट्स एक्ट 1947 की धारा 25-एफ की तरफ दिलाया जिसमें यह दर्ज है कि कोई भी मालिक विसी ऐसी मजदूर के जिसने उनके पास लगातार एक साल तक काम किया हो, वर्गेर एक माह का नोटिस और नौकरी की हर साल की मियाद पर पन्द्रह दिन की तनखाह दिये बगैर नहीं निकाल सकता। और क्योंकि मालिकान श्रमिकों को काम पर वापिस नहीं लेना चाहते। इसलिये श्रमिक एक माह का नोटिस तथा रिटर्नमेंट्स कम्पनेशन के हक्कदार हैं। इसके इलावा श्रमिकों का यह भी कहता है कि वो दो दो माह और कुछ श्रमिक इससे भी ज्यादा अर्सा बेकार रहे हैं और कि अगर उनको काम पर वापिस नहीं भेजा जाता तो उन्हें इस बात का भी मुआवजा दिलाया जावे। इन तमाम बातों को ध्यान में रखते हुए मैं ये फैसला देता हूँ कि हर श्रमिक को मुद्रजाजेल मुआवजा प्रबन्धक बतौर Benefit of retrenchment a.i. institution अदा करे। और इस हेतु बाद श्रमिकों को काम पर वापिस जाने का कोई अधिकार नहीं होगा।

क्योंकि इस बल्म को ही ध्यान में रखकर मुश्किलों की रकम तह की है तथा ये रकम मालकान रैपुका मैटल इंडस्ट्रीज पन्नह दिनों के अन्दर अन्दर नकद की शक्ति में श्रमिकों को अदा करेंगे :—

1. कृष्ण लाल बल्द सौकूराम प्रैस मैन रकम 1,600 रुपये एक हजार छः सौ रुपये ।
2. परमजीत पुत्र भाद्र कटाई तपाईं वाला रकम 1,300 रुपये एक हजार तीन सौ रुपये ।
3. सेवा राम पुत्र अंतु राम मशीन मैन रकम 1,300 रुपये एक हजार तीन सौ रुपये ।
4. जसमेर बल्द फल्तु मशीन मैन रकम 1,450 रुपये एक हजार चार सौ पचास रुपये ।
5. राम किशन पुत्र फल्तु हैल्पर रकम 900 रुपये नौ सौ रुपये ।
6. लक्ष्मन पुत्र दया राम हैल्पर रकम 600 रुपये छः सौ रुपये ।
7. रोशन लाल पुत्र साधू राम हैल्पर रकम 700 रुपये सात सौ रुपये ।
8. सतप्रकाश पुत्र फल्तु हैल्पर रकम 550 रुपये पांच सौ पचास रुपये ।
9. श्याम कुमार पुत्र फल्तु हैल्पर रकम 550 रुपये पांच सौ पचास रुपये ।
10. राम किशन पुत्र सौधी राम मशीन मैन रकम 1,250 रुपये एक हजार दो सौ पचास रुपये ।

10,200 रुपये दस हजार दो सौ रुपये ।

भगवत् प्रसाद सोलिस ।

सुनाया गया दिनांक 26-9-79 ।

The 15th January, 1980

No. 11(112)-3 Lab-79/691.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947) the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Faridabad, in respect of the dispute between the workmen and the management of M/s Electronics Ltd., NIT Faridabad.

BEFORE SHRI NATHU RAM SHARMA.

PRESIDING OFFICER,  
INDUSTRIAL TRIBUNAL,  
HARYANA FARIDABAD,  
Reference No. 145 of 1976

between  
SHRI KALI CHARAN WORKMAN  
AND THE MANAGEMENT OF M/S  
ELECTRONICS LIMITED, NIT  
FARIDABAD.

Present:

Shri Sagar Ram Gupta, for the workman.

Shri Jaswant Singh, for the management.

#### AWARD

1. By order No. ID/FD/1040-A-76/29060, dated 6th August, 1976 the Governor of Haryana referred the following

dispute between the management of M/s. Electronics Limited, NIT Faridabad and its workman Shri Kali Charan, to this Tribunal, for adjudication, in exercise of the powers, conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947:—

Whether the termination of services of Shri Kali Charan was justified and in order? If not, to what relief is he entitled?

On receipt of the order of reference, notices were issued to the parties. The parties appeared and filed their pleadings. On the pleadings of the parties, following issues were framed on 8th February, 1977:—

- (1) Whether the workman concerned was dismissed from service by the management justifiably? If so, to what relief is he entitled?
- (2) Whether the workman abandoned the service of his own by absenting himself for 7 days consecutively and unauthorisedly?
- (3) Whether the reference is invalid on the ground of abandonment of the services by the workman?

(4) Whether the workman raised the demands with the management directly at the appropriate time?

3. And the case was fixed for the evidence of the workman. The workman examined himself as WW-1. His examination-in-chief had not been concluded and, therefore, the same was deferred and the case was fixed for his evidence. The workman obtained three adjournments and lastly on 9th September, 1977, the date fixed, neither the workman appeared, nor his representative. It was then a case of dismissal in default. Thereafter the workman applied for setting aside *ex parte* order. The management replied that application and the following issues were framed in the application on 24th January, 1978:—

- (1) Whether there are sufficient grounds for setting aside the *ex parte* order?
- (2) Whether the application does not disclose the sufficient ground?

Then also the workman examined himself as WW-1. His examination in chief had been concluded and the case was fixed for cross-examination of the witness. Thereafter the representative for the management did not oppose the application, therefore, *ex parte* order of dismissal in default was set aside and the case was restored to file. It was then fixed for the evidence of the workman. The workman again examined himself as WW-1 and closed his case in the affirmative. Then the case was fixed for the evidence of the management. The management examined their clerk in personnel department Shri Amar Nath, as MW-1 and closed their case. Then the case was fixed for the evidence of the workman in rebuttal. Thereafter the workman adduced no evidence in rebuttal and the representative for the workman closed his case. Then the case was fixed for arguments. Arguments were heard at length. I now give my findings issueswise:—

It would be in the fitness of things if issue number 4, 3 and 2 are tried first respectively.

#### ISSUE NO. 4:

There is well settled law now that

non-raising of demand with the management by the workman is not fatal to his dispute. I, therefore, decide issue number 4 in favour of the workman.

#### ISSUE NO. 3:

The reference is regarding termination of services and not regarding abandonment of services. Hence the reference is not invalid. Although if on facts, abandonment of services is found on the part of the workman, he shall not be entitled to any relief but this is a question of fact to be decided on evidence. On the fact of it and from the language of the reference order, the reference is not invalid as it involves the dispute regarding termination of services but issue number 3 depends on issue number 2 and therefore, it would be proper to decide issue number 2 and 3 on merits and on evidence, together.

#### ISSUE NO. 2 AND 3:

The workman proved Exhibit W-3, the postal receipt under which he alleged to have sent his demand notice. He stated that 26th April was Sunday the closing day. He went on duty on 26th April and the security staff did not allow him entry. He requested them to allow him to see the Personnel Officer. Then he was taken to the Personnel Officer who told him that if he had to settle his accounts and receive his dues he could do so, but the management shall not take him on duty. He made application on 27th April, 1976 writing herein that he had fallen sick and that he be taken on duty. Then the management issued him Exhibit W-4 and he went to the union office and sent the demand notice. In cross-examination he admitted that the writing "received this letter by post, signed Kalicharan dated 26th April, 1976" shown in red circle at mark "B" on Exhibit M-1 was in his own hand. Exhibit M-1 is a letter dated 15th April, 1976 informing the workman that due to his unauthorised absence on duty from 8th April, 1976 to 14th April, 1976 for seven consecutive days in terms of clause 8(g) of the Certified Standing Orders of the factory, his name has been struck off the rolls, advising him to contact the accounts department to receive his dues full and final after furnishing clearance certificate from all concerned, and asking the workman that in case he wished to offer explanation

as provided in the Certified Standing Orders he could do so in due time. Exhibit M-8 is a copy of Certified Standing Orders. Exhibit W-1 is a demand notice. Exhibit M-11 is a notice from the Conciliation Officer to the parties regarding the demand notice of the workman. It is dated 11th May, 1976. The demand notice is dated 6th May, 1976. Exhibit M-3 is application for leave for two days on 6th April, 1976 and 7th April, 1976 which was granted subject to the medical certificate. Exhibit M-9 is attendance card in which the workman is marked absent from 8th April, 1976 to 14th April, 1976. Exhibit M-2 is a letter from the management to the workman which is registered with A.D. It bears the endorsement that the addressee refused to receive and it was received back in the office of the management on 17th May, 1976. Exhibit M-12 is U.C. Exhibit M-7 is an envelope sent to the workman by the management aliege to contain Exhibit M-6 received in the office of the management on 27th April, 1976. It bears an endorsement certifying that in fact the boy was ill and he was taken on duty. The word boy has been struck off and thereunder the word Kalicharan is written. It bears the seal of the Sarpanch Gram Panchayat Panhera Thurd, Tehsil Ballabgarh. Exhibit M-5 is a certificate by a Doctor that the workman was suffering from typhoid fever and was under his treatment from 8th April advising him rest for five days. This certificate is dated 8th April, 1976. Exhibit M-4 is a letter from the workman to the management informing them that the workman received a medical certificate of Doctor R. A. Goel, Ballabgarh, on 23rd April, 1976 and sent the same to the management and that the workman attended the factory on 26th April, 1976 and prayed for duty. This letter further reads that the workman did not get any medical certificate from ESI or any Government hospital. Exhibit M-10 is a letter from the management to the workman reading that they had received the leave application together with a medical certificate from private practising Doctor C. B. Gupta for six days from 6th December, 1975 to 11th December, 1975 and directing the workman to submit a medical certificate from a Medical

Officer Incharge of ESI dispensary or hospital or from the Doctor of a Government hospital in accordance with the provision,—vide rule 6(1) of the Punjab Industrial Establishment (National and Festival holidays Casual and sick leave) Rules, 1966, within three days thereof. On this letter the workman has written in his own hand that there was no Government hospital in his village and in future he shall obtain a medical certificate from ESI dispensary and that his medical certificate from the said private Doctor be accepted that time. Exhibit W-4 is a letter from the management to the workman that the management considered as a special case the communications from the workman, although they were not obliged to consider under clause 8(g) of the certified standing orders. The management informed the workman that his plea of sickness from 8th April, 1976 and onwards was an after-thought. Similarly his sending the said application for leave was also an after-thought. This letter also reads that under clause 8(g) of the Certified Standing Orders, the termination of services of the workman was automatic as it has resulted due of the consequences of his unauthorised absence from duty for seven consecutive days from 8th April, 1976 to 14th April, 1976, for which the workman has been rightly deemed to have abandoned his job. This is the whole evidence before me oral as well as documentary. The workman has stated in his own evidence that he had fallen sick from 7th April, 1976 to 24th April, 1976 and 25th was Sunday and he attended the factory on 26th April, 1976 but was not allowed entry. He made application on 27th April, 1976 stating therein that he had fallen sick and be taken on duty and then the management issued him Exhibit W-4. Exhibit W-4 reads that the management considered the grounds put forward by the workman and found them after-thought and did not accept those grounds. The workman was granted two days leave from 6th April, 1976 to 7th April, 1976 subject to medical certificate but he produced no medical certificate to the management. According to the workman he went to the factory on 26th April, 1976 for duty. The medical certificate purpor-

ted to have been received from the Doctor R. A. Goel practising at Ballabgarh was not sent in time to the management. It was received by the management on 27th April, 1976 when the workman proceeded on leave on 6th April, 1976 for two days subject to medical certificate. In this certificate the Doctor has advised him rest for five days only, which period of rest expired on 12th April, 1976 and thereafter there is no medical certificate covering the period from 13th April, 1976 till 25th April, 1976 or 24th April, 1976, as 25th April, 1976 is said to be Sunday. Even the workman did not send medical certificate for two days i.e. 6th April, 1976 and 7th April, 1976. Then he was granted leave for these two days 6th April, 1976 and 7th April, 1976 subject to medical certificate. Leave application of the workman Exhibit M-3 reads that the workman was not feeling well. The medical certificate was to the effect that the workman was suffering from typhoid fever and was advised rest for five days. The medical certificate is unproved but I do not attach importance to the proof of this certificate. I have admitted in evidence and exhibited it as Exhibit M-5. There is no evidence, nor any ground or explanation for absence of the workman even from 12th April, 1976 to 24th April, 1976 which is for a period of 12 or 13 days. The conduct of the workman is quite unsatisfactory. Firstly he did not send medical certificate for 6th April, 1976 and 7th April, 1976 or 8th April, 1976 when he was granted two days leave on 6th April, 1976 and 7th April, 1976 subject to medical certificate. Even thereafter there is no evidence that the medical certificate alleged to have been received from the Doctor on 8th April, 1976 was sent to the management prior to 26th April, 1976 or 27th April, 1976. There is also no evidence to prove that extension of leave was applied for by the workman. The sanction of the leave for 6th April, 1976 and 7th April, 1976 was subject to medical certificate and when the medical certificate covering this period was not sent to the management, the workman has also contravened his obligation. Moreover the medical certificate dated 8th April, 1976 covering a period of five days, which period expired on 12th April, 1976,

or 13th April, 1976 was also not sent to the management, nor any application for extension of leave for any period was sent. Nor any medical certificate after or from 13th April, 1976 covering the period up to 24th April, 1976 was sent. In this way, the workman has disregarded the terms and conditions of the Certified Standing Orders which are the statutory rules regarding terms and conditions of service. And after 26th April, 1976, when the workman put forward his ground of his sickness, the management considered that ground and rejected it considering it to be an after-thought. Facts prove that the workman absented himself from duty unauthorisedly and without intimation to the management for a period longer than described in the Certified Standing Orders. The Certified Standing Orders deem such absence as abandonment.

The learned representative for the workman cited the following rulings 1975 II LLJ 73 Bombay, 1976 I LLJ 93 Bombay, 1975 Lab. I.C. 1558, 1977 Lab I.C. 1695, 1977 I LLJ page I, 1976 I LLJ page 478, 1978 Lab. I. C. page 1267, in which their Lordships have considered as to what is termination and what is not. These authorities have exhaustively dealt with the question of termination and retrenchment. I would now find out as to what their Lordships have held in these rulings. 1975 II LLJ page 73 deals with a case of late reporting due to unavoidable cause of a pregnant lady who had rather issued a child on 19th August and thereafter was under prolonged illness. That was a case in which pregnancy and prolonged illness were admitted and proved. 1976 I LLJ page 83 is a case in which the workman sought extension of leave on medical certificate and the management had refused leave and treated the absence resulting in abandonment. The workman was not heard even. In this case the management asked the workman to offer an explanation as per the Standing Orders and the management considered the explanation and then rejected it as an after-thought. Moreover non-submission of application for extension of leave and medical certificate is a conduct which does not give satisfactory explanation. Moreover Ballabgarh is just adjacent to Faridabad. The conduct

of the workman does not bring his case in the ambit of these rulings. The management could safely infer abandonment from the absence of the workman from 8th April, 1976 to 24th April, 1976 without any intimation to the management. The workman had undertaken at a previous time to obtain medical certificate from ESI dispensary in future and had prayed that his medical certificate sent at that time in the year 1975 may be accepted and the management had accepted that. It would be unreasonable to emphasise that in all cases a workman should obtain medical certificate from ESI dispensary or Government hospital. There may be circumstances and situation in which the workman may not be able to obtain medical certificate from ESI dispensary or Government hospital, but at least he has to intimate the management regarding his illness and apply for extension of leave, as per the rules of the Standing Orders. Such an application or medical certificate could be sent by post to the management or through some person Dasti, but it was not done in any way. As far as 1977 I LLJ, Volume I, page 1 is concerned, it is an authority of the Hon'ble the Supreme Court of India dealing with section 2(oo) and proviso to section 25(f) of the Industrial Disputes Act. It has held that retrenchment connotes in its ordinary sense that the business is continued but a portion of staff or labour force is discharged as surplus. It has taken in its ambit termination resulting from efflux of time also.

When a person is discharged simpli-citor on account of expiry of his period of service which had been fixed at the time of his appointment, it is an act on the part of the management. The sense behind it is that when such a workman goes to the factory to perform his duty, the management tells him by implication "no work go home".

Such a situation has resulted in creating surplus of labour force, as the work, which was done by the workman during his fixed period of service, ceased. It is not an act on the part of the workman express or implied. Such a situation

is caused when the work ceases for a particular job, although that job was temporary in its nature, as the work was for a limited period. Hence termination of service by efflux of time has been held to file under section 2(oo) and 25(f) and its proviso. Such are not the circumstance in the instant case before me. 1977, I LLJ, page 200 is on the contrary. This is also a Supreme Court ruling by three Hon'ble Judges. It has held that order of termination simplicitor which does not cast any stigma on the workman, nor does it visit him with evil consequences, nor is it founded on misconduct, is not such an order which can invite the court to go into the motive behind the order. This ruling further held that the High Court was in error in arriving at the finding that the impugned order passed was by way of punishment by probing into departmental correspondence.

1976, I LLJ 478. Supreme Court is another authority laying down that termination by efflux of time is also termination and if the case falls under section 25(f), requisites of this section must have been fulfilled. This ruling has further held that termination means terminating the service of the workman by active step of the master or by efflux of time, i.e., when time runs out of the stipulated term, the reason'd'etre and ratio dissidendi behind the termination of service by efflux of time has been discussed by me herein above under 1977 I LLJ, page 1.

Invoking application of section 2(oo), there must be an act, overt or covert, express or implied, of omission or commission, active or passive, direct or indirect on the part of the management, resulting in termination of service. Employer must cause termination by any kind of his act which may give rise to, the inference that the employer has terminated the services of the workman, section 2(oo) cannot include the act of the workman himself resulting in termination of service. And this meaning becomes very clear if section 2(oo) is read together with section 2(a) of the Industrial Disputes Act. Section 2(a) of the Industrial

Disputes Act speaks of discharge, dismissal, retrenchment, termination of service, by the employer. Therefore, the termination, when is an act of any kind, as described above, only then section 2(a), and or section 2(oo) comes with play.

"Resignation" is an act of the workman, to which, I think, section 2(oo) or 25(f) does not apply. Similarly abandonment of service by the employee himself is also an act of the workman and, therefore, section 2(oo) or 25(f) has no application to abandonment. Similarly when the workman leaves his services of his own, or loses his lien on his job, by his own conduct or by his own act of omission or commission, express or implied, overt or covert, there is no application of section 2(oo) or 2(a) of the Industrial Disputes Act. Resignation, abandonment, loss of lien, leaving services of his own by the employee are the acts of the workman which result in cessation of service. cessation of relationship of master and servant and by which service terminate. But these acts cannot be called termination. The word termination includes in its ambit only, the termination caused or resulted by the act of the employer of what-so-ever nature or kind as described herin above. In this ruling the words "for any reason whatsoever, cannot include resignation, abandonment etc., as said above. Termination by efflux of time is no doubt termination, of services by the employer, as on the expiry of the period of employment, it is the employer or the master who does not require the services of the workman and impliedly tells him to go home, there being no work. Such a situation clearly attracts the provision of section 2(oo), and 25(f) shall include in its ambit and scope resignation, abandonment, loss of lien, leaving job, the acts of the employee resulting in loss of employment.

In the instant case it is a case of abandonment as per the Certified Standing Orders of the management which are in the nature of statutory conditions of service, as held by the Hon'ble the

Supreme Court in various rulings heretofore, and hence it does not fall under section 2(oo) or 25(f) of the Act. There is no application of section 2(oo) and 25(f) cannot be attracted and applied to such a situation.

Considering the facts and law on the subject, I reach to the conclusion that the workman abandoned his service of his own by remaining absent for a longer period in an unauthorised manner. I, decide issue number 2 accordingly. As far as issue number 3 is concerned, it is clear that the case of abandonment is not covered under section 2(a) of the Industrial Disputes Act. I, therefore, decide this issue accordingly.

#### ISSUE NO. 1:

From my finding on issues number 2 and 3 and from the facts in evidence and as per law, the management did not dismiss the workman, nor terminated his services. I, decide this issue accordingly. While answering the reference, I give my award that the workman has abandoned his job of his own by his own conduct unauthorisedly for a pretty long period than envisaged in the Certified Standing Orders. And the management neither dismissed him nor terminated his service. In the circumstances the workman is not entitled to any relief.

Dated the 27th December, 1979.

NATHU RAM SHARMA,  
Presiding Officer,  
Industrial Tribunal, Haryana,  
Faridabad.

No. 1249, dated 31st December, 1979.

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act.

NATHU RAM SHARMA,  
Presiding Officer,  
Industrial Tribunal, Haryana,  
Faridabad.